

SOLICITATION, OFFER AND AWARD			RATING		PAGE OF 1 36 Pages		
2. CONTRACT NO.		3. SOLICITATION NO. DTFAAC-10-R-00457		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED		5. DATE ISSUED Oct. 15, 2009	
7. ISSUED BY FAA, Aviation, Medical, & Training Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125		CODE		8. ADDRESS OFFER TO (If other than Item 7) for overnight delivery: <i>FOR U.S. MAIL> FOR USE IF U.S. Postal Service</i> FAA, Bid & Proposal Officer (AMQ-100) Room 313, Multi-Purpose Building 6500 South MacArthur Boulevard Oklahoma City, OK 73169		6. REQUISITION/PURCHASE NO. 07-03094 (FAA Internal Use Only)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

Requirements Contract**SOLICITATION Be King 300 Seats**

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Room 313, Multi-Purpose Building until 4:PM local time. Nov. 6, 2009

"If offers are hand carried, additional time should be allowed to access the depository facility due to heightened security requirements."

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No.3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION		A. NAME CALL: > AVIS FRANKLIN		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-7836 FAX (405) 954-3030	
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OFFER (Must be fully completed by offeror)

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section G, Clause No. 3.3.1-17) >		10 CALENDAR DAYS	%	20 CALENDAR DAYS	%	30 CALENDAR DAYS	%	CALENDAR DAYS	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE				

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code) PH FAX		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. Reserved				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >	
24. ADMINISTERED BY (If other than Item 7) FAA, Contract Management Division (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932		CODE		25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT — Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - SECTION B SUPPLIES/SERVICES

The contractor shall furnish all labor, management, facilities, equipment, materials, to deliver prototype seats, and seat frames for the FAA Be-300 Aircraft. The requirements for prototype seats, and seat frames are described in Attachment-1 Performance Work Statement (PWS). The services will be ordered for specific tasks described by Contract Line Item Number (CLIN) as required. The services shall be delivered in accordance with the terms, conditions, and provisions set forth herein.

CLIN*	ITEM DESCRIPTION	Estimated Annual Quantity	Unit Price	Total Price
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FIXED PRICE

1.0	Seat Prototype as described in the PWS para. 1.0			\$ _____
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Quantity = 2 each estimated

Fixed Price per Prototype Seat = \$ _____

Acceptance:

Payment: upon completion

FIXED PRICE

2.0	Seat Frame As described in the PWS para 1.0 The ordering of seat frames Is contingent on approval of the Prototype. The CO shall order seat frames as required IAW with the approved design.			TOTAL ESTIMATE \$ _____
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Quantity= 34 Each (estimated)

Price per Seat Frame = \$ _____

PART I - SECTION C

DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK (JAN 1997)

The contractor shall furnish all required labor, facilities, equipment, materials, preservation, and packaging necessary to deliver seat prototypes manufacturing services described by the Performance Work Statement for the Performance Work Statement (PWS) (dated September 10, 2009R1). The services shall meet Federal Aviation Regulation (FAR) 145 requirements IAW the PWS attached and incorporated herein.

C.2 DEFINITION OF APPLICABLE TERMS

(a) "Contracting Officer" (CO) The person authorized on behalf of the Government to negotiate, award, administer and modify contracts. Except for certain limited authority delegated by the CO to a Contracting Officer's Representative (COR), Contracting Officer's Technical Representative (COTR), the CO is the only individual with authority to direct the work of the contractor.

(d) "Contracting Officer's representative (COR)" An authorized Government representative(s) acting within the limits of their delegated authority as authorized in writing by the CO, for representation and management of the contract.

(e) "Contracting Officer's Technical Representative (COTR)" An authorized Government representative(s) acting within the limits of their delegated authority as authorized in writing by the CO, for representation and technical management of the contract.

(f) "Contractor" The term contractor, as used herein, refers to both the prime contractor and any subcontractors. The prime contractor shall be responsible for ensuring that subcontractors comply with provisions of the contract.

(g) "Contract Line Item Number (CLIN)" The CLIN is identifiable and applicable to the appropriate Option Year that is the current working year of the contract.

(h) "Contractor-Acquired Government Furnished Property" – materials, component parts, or equipment acquired or provided by the Contractor paid with Government Funds for which the government has title.

(i) "Performance Work Statement" The document that describes the requirements and technical specifications for services to be performed and standards used to determine that requirements have been met.

(j) "Quality Assurance" Those actions taken by the Government to assure services meet quality standards of the PWS.

(k) "Quality Control" Those actions taken by a contractor to control the processes associated with delivering services to meet the minimum required standards.

(l) "AMS" - FAA Acquisition Management System

(m) "CDRL"--Contract Data Requirements List (CDRL) see SIR Section J, entitled Attachments

(n) "Contractor's Cost"--means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of date purchased, plus properly identified and supported freight or transportation costs) for parts acquired by the contractor for performance under this contract.

(o) "Direct Material"--means those materials, if required, which are not encompassed by the definition of "Indirect Materials."

(p) "Indirect Material" means all expendable supplies and materials, if required, do not become an integrated part of the assembly, accessory, or component. Price of indirect material shall be included in the Hourly Composite Rate.

(q) "Handling Fee"--those cost associated with the general and administrative process of purchasing, receiving, and storage of Government funded materials used for installation on Government Furnished Equipment. Fee shall not include profit as these are 100 percent pass through items order for the government and reimbursed with Government funds.

(r) "Contractor-Furnished Materials"--means property, fabricated, or otherwise provided by the contractor in the performance of the contract.

3.10.5-1 PRODUCT IMPROVEMENT/TECHNOLOGY ENHANCEMENT (April 1996)

(a) At any time during the performance of a contract, a Contractor may submit, or the FAA may solicit product improvement/technology enhancement proposals for FAA review. Contractors are encouraged to discuss product improvement/ technology enhancement ideas with the FAA prior to preparing and submitting a formal proposal. These proposals should suggest methods for performing more economically and/or methods for incorporating emerging technology. Changes may be proposed to save money, to improve performance or reliability, to save energy or space, to satisfy increased data processing requirements, to incorporate technological advances in software, or for other technical or business reasons that the Contractor believes may be advantageous to the FAA. Discontinuance of equipment is subject to negotiations and to the FAA's written approval prior to the introduction of a substitute product.

(b) The Government is not liable for product improvement/technology enhancement proposal preparation costs or any delay in acting upon any proposal. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the FAA within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance or rejection of a proposed change is final and not subject to dispute. Proposals will be valid for a reasonable period of time but not less than 30 days.

(c) The FAA may approve any proposed change either, in whole or in part, and, if approved, the change will be incorporated into the contract by mutual agreement. The contract modification will include an equitable adjustment for the resultant costs or savings, if any, and modify any other affected provision of the contract, if any. Until the effective date of the modification, the Contractor shall perform in accordance with the existing contract.

(d) As a minimum, the following information should be submitted by the Contractor with each proposal. The extent and detail provided should be proportionate to the complexity and/or value of the proposed change.

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(2) A discussion of the functions of systems, equipment, facilities, services and supplies for the purpose of achieving the essential functions at the lowest life cycle cost and consistent with required performance, reliability, quality, and safety;

(3) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(4) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;

(5) An evaluation of the effects the proposed change would have on collateral costs to the Government, such as FAA-furnished property costs, costs of related items, and costs of maintenance and operation;

(6) A statement of the time by which work must begin on change so as to obtain the maximum benefits of the changes during the remainder of the contract;

(7) A statement of the effect on the contract completion date or delivery schedule; and

(8) A reasonable method for sharing in the proposed savings, if any, if the proposed change would result in a reduction in the overall life cycle costs.

PART I - SECTION D - PACKAGING AND MARKING**D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING (JAN 1997)****CLA.2110**

Preservation, packaging, and packing shall be in accordance with the industry's standard commercial practices to protect from contamination and damage. The outside of the shipping container shall be marked with the applicable contract number and delivery order number.

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE (JAN 1997)**CLA.1901**

(a) Source inspection of the material by an authorized representative of the Federal Aviation Administration shall be made prior to shipment at the contractor's plant in accordance with the contract terms and conditions. The contractor shall give the Contracting Officer notice at least 15 working days prior to readiness for inspection. Such notice shall include FAA delivery order number, FAA contract number and date of proposed inspection. The contractor shall indicate in the following space the location of the plant where the material will be available for inspection.

Plant _____

Location _____

(b) Final inspection at destination shall be ONLY for damage in transit, quantity, item substitution, and visual defects.

(c) Final acceptance shall be at destination.

(d) The provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled:

"Inspection of Services -- Fixed-Price and Cost Reimbursement (AMS.3.10.4-4) April 1996

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-4 Inspection of Services--Both Fixed-Price & Cost Reimbursement (April 1996)**PART I - SECTION F - DELIVERIES OR PERFORMANCE****F.1 DELIVERY SCHEDULE (SUPPLIES) (JANUARY 1997)****CLA.0118R**

(a) The Government desires and requires delivery of the supplies under this contract within the number of calendar days stated below beginning on the date of contractor's receipt of aircraft for installation at vendor's site:

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Line Item(s)	Qty to be (a)Delivered	Delivery Time (b) Desired	Delivery Time (c)Proposed	Delivery Time (d) Required
Prototype Seats For the Aircraft	2	60 Days ARO	_____ ARO	90 Days ARO
*Seat Frames * By Delivery Order	34	30 Days ARO	_____ ARO	45 Days ARO

*Contingent upon vendor successful completion of the Prototype.

(b) If the offeror is unable to meet the DESIRED delivery schedule set forth in column (b) above, he may enter in column (c) the delivery schedule he is prepared to meet. Specifically, should the Government determine

such proposed delivery schedule to be unacceptable the Government reserves the right to award to an offeror submitting other than the lowest offer as to price, if such action will provide an acceptable delivery and is determined to be in the best interests of the Government. In addition, the Government reserves the right to award under either the REQUIRED delivery time(s) or the proposed delivery time(s), when an offeror offers an earlier delivery time than required in column (5) above. If the offeror proposes no other delivery time(s), the DESIRED delivery time(s) in column (3) will apply.

F.2 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.3 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JANUARY 1997) CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

F.4 CONTRACT PERIOD (JANUARY 1997)

CLA.1604

The effective period of this contract is from date of award for one year.

F.5 ACCELERATED DELIVERY (JANUARY 1997)

CLA.1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9	STOP-WORK ORDER (OCTOBER 1996)
3.10.1-11	GOVERNMENT DELAY OF WORK (APRIL 1996)
3.10.1-24	NOTICE OF DELAY (NOVEMBER-1997)
3.11-29	FOB ORIGIN

G.1 INVOICING PROCEDURES - GENERAL (JANUARY 2002)**CLA.0135R**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to: FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) One copy to: FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(3) Two copy to: FAA, Mike Monroney Aeronautical Center
Aviation Systems Standards
Hanger 8 Room 207 (AJW-332)
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable delivery order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

G.3 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUN 2006) CLA.4529

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JANUARY 2008)

H.1 DESIGN REVIEW/ACCEPTANCE AND MODIFICATION APPROVAL

The requirements for the design are described in the PWS and Appendix Technical Specification. Any deviation from FAA written approval of the design shall require the submittal of a change proposal by the Contractor to the FAA Contracting Officer. The proposed change is subject to the review and approval by FAA AJW-300, and discussions and negotiation by the Contracting Officer. The agreed upon change will be incorporated by contract modification issued by the Contracting Officer.

H.2 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)**CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to

(c) the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.3 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006) CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.4 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (JANUARY 1997)**CLA.3211**

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

AMS 3.2.2.3-39 Requirements for Cost or Pricing Data or Other Information -Modifications (July 2004)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or

(2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed [Contracting Officer (CO) to insert extended value - not unit price]. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable discounts;

(C). The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

(End of certificate)

AMS 3.2.4-16 ORDERING (OCTOBER 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award for one year, and through option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

AMS 3.2.4-19 REQUIREMENTS (OCT 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1 year from date of award (unless exercised by option).

AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the contract order period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1 years and 6 months.

AMS 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has

not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible

Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

AMS 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (FEBRUARY 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

AMS 3.6.2-39 TRAFFICKING IN PERSONS (JANUARY 2008)

(a) Definitions:

"Coercion," as used in this clause, means:

- (i) Threats of serious harm to or physical restraint against any person;
- (ii) Any Scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (iii) The abuse or threatened abuse of the legal process.

"Commercial sex Act," as used in this clause, means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage," as used in this clause, means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee," as used in this clause, means an employee of a contractor or subcontractor directly engaged in the performance of work under a FAA contract.

"Involuntary servitude," as used in this clause, means a condition of servitude induced by means of:

- (i) Any scheme, plan, or pattern intended to cause a person to believe that if the person did not enter into or continue in such conditions, that person or another person would suffer harm or physical

restraint; or

(ii) The abuse or threatened abuse of the legal process.

“Severe trafficking of persons,” as used in this clause, means:

(i) Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced has not attained 18 years of age; or

(ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through force, fraud, or coercion for the purpose of involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking,” as used in this clause, means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) The contractor will establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking of persons, procurement of sexual acts, or use forced labor in the performance of this contract.

(c) The contractor will take action to ensure that all contractor and subcontractor employees are aware of laws, regulations, and policies, to include actions taken by the contractor if violated, regarding severe forms of trafficking of persons, procurement of sexual acts, or use of forced labor.

(d) The contractor must notify the contracting officer of:

(1) Any information it receives that alleges an employee or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against the employee or subcontractor employee.

(e) In addition to other remedies available to the FAA, the contractor’s failure to comply with the requirements of this clause may render the contractor subject to:

(1) Required removal of a contractor or subcontractor employee from the performance of the contract;

(2) Suspension of contract payments;

(3) Loss of award fee for the period of noncompliance;

(4) Termination for default; or

(5) Suspension or debarment.

(f) The contractor must include the substance of this clause in all subcontracts for performance of work under a FAA contract.

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST	August 1997
3.1.7-5	DISCLOSURE OF CONFLICTS OF INTEREST	February 2009
3.2.2.3-33	ORDER OF PRECEDENCE	July 2004
3.2.2.7-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	April 1996
3.2.2.7-8	DISCLOSURE OF TEAM ARRANGEMENTS	April 2008
3.2.5-1	OFFICIALS NOT TO BENEFIT	April 1996
3.2.5-3	GRATUITIES OR GIFTS	January 1999
3.2.5-4	CONTINGENT FEES	October 1996
3.2.5-5	ANTI-KICKBACK PROCEDURES	October 1996
3.2.5-7	DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL	June 1999

		TRANSACTIONS	
3.2.5-8		WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES	April 1996
3.3.1-1		PAYMENTS	April 2006
3.3.1-6		DISCOUNTS FOR PROMPT PAYMENT	April 1996
3.3.1-8		EXTRAS	April 1996
3.3.1-9		INTEREST	September 2009
3.3.1-10		AVAILABILITY OF FUNDS	April 1996
3.3.1-15		ASSIGNMENT OF CLAIMS	April 1996
3.3.1-17		PROMPT PAYMENT	September 2009
3.3.2-1		FAA COST PRINCIPLES	October 1996
3.4.1-12		INSURANCE	July 1996
3.4.2-6		TAXES --- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	October 1996
3.4.2-8		FEDERAL, STATE, AND LOCAL TAXES--SEALED BID AND CERTAIN NEGOTIATED CONTRACTS	April 1996
3.5-1		AUTHORIZATION AND CONSENT	January 2009
3.5-2		NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	January 2009
3.6.1-3		UTILIZATION OF SMALL DISADVANTAGED AND WOMEN-OWNED , AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS	September 2001
3.6.1-7		LIMITATIONS ON SUBCONTRACTING	July 2008
3.6.1-11		MENTOR REQUIREMENTS AND EVALUATION	October 2006
3.6.2-4		WALSH-HEALY PUBLIC CONTRACTS ACT	April 1996
3.6.2-9		EQUAL OPPORTUNITY	August 1998
3.6.2-12		AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	April 2007
3.6.2-13		AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	APRIL 2000
3.6.2-14		EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA	APRIL 2007
3.6.2-37		OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	APRIL 2007

3.6.3-11		TOXIC CHEMICAL RELEASE REPORTING	April 2008
3.6.3-16		DRUG FREE WORKPLACE	July 2004
3.6.4-2		BUY AMERICAN ACT --SUPPLIES	July 1996
3.6.4-10		RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	April 1996
3.9.1-1		CONTRACT DISPUTES	November 2002
3.9.1-2		PROTEST AFTER AWARD	August 1997
3.10.1-7		BANKRUPTCY	April 1996
3.10.1-12		CHANGES--FIXED-PRICE	April 1996
3.10.1-25		NOVATION AND CHANGE-OF-NAME AGREEMENTS	October 2007
3.10.6-1		TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	October 1996
3.10.6-3		TERMINATION FOR CONVENIENCE OF THE	October 1996

		GOVERNMENT (ALT IV)	
3.10.6-4		DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	October 1996
3.13-5		SEAT BELT USE BY CONTRACTOR EMPLOYEES	January 1999

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Performance Work Statement	September 10, 2009R1	3
2	AVN-300 Continuing Analysis and Surveillance Program Contractor/Vendor Checklist		4

FEDERAL AVIATION ADMINISTRATION
BUSINESS DECLARATION

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone/ Number of Firm: _____ Facsimile Number of Firm: _____
4. (a) Name of Person Making Declaration: _____
 (b) Telephone _____
 (c) Position Held In The Company: _____
5. Controlling Interest In Company (X All Appropriate Boxes)
 () Black American () Hispanic American () Native American () Asian American
 () Female-Non Minority () Male-Non Minority () Female () Male
 () 8(a) Certified (Certification Letter Attached)
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision-making, including but not limited to financial and management decisions? () Yes () No
 If No, provide the name/telephone # of the person who has this authority: _____
7. Nature of Business—Specify major services/products. _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees: _____
9. Type of Ownership: () Sole Ownership () Partnership () Other/Explain Below:

10. Gross receipts of the firm for the last three years: Year Ending _____ Gross Receipts \$ _____
 Year Ending _____ Gross Receipts \$ _____ Year Ending _____ Gross Receipts \$ _____
11. Offeror must provide their Tax Identification Number (TIN) or Employer Identification Number (EIN) or Social Security Number (SSN):

12. Offeror must provide their **Data Universal Numbering System (DUNS)** number: _____

Privacy Act Statement: The DUNS and TIN/EIN/SSN are required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). *Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.*

13. Is the firm a small business? Yes _____ No _____

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING (Name of Business) _____
 ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM
 SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____ Date: _____

Name/Title: _____

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

(1) The North American Industry Classification System (NAICS) code for this acquisition is 33641 Aerospace Product and Parts Manufacturing.

(2) The small business size standard is 1,500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION CLA.4532 (MAR 1999)

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

AMS 3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JUL 2004)

(a) Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 90 calendar days

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within: The acceptance period stated in paragraph (c) of this provision; or Any longer acceptance period stated in paragraph (d) of this provision.

AMS 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ . (country)

AMS 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this submittal: [list names, titles, and telephone numbers of the authorized negotiators].

NAME: _____ TITLE: _____ TELEPHONE NO: _____

AMS 3.2.2.3-23

PLACE OF PERFORMANCE (JUL 2004)

- (a) The offeror (you), in fulfilling any contract resulting from this SIR,
☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.
- (b) If you check 'intends' in paragraph (a) above, insert the following information: Place of Performance
 : Name of owner and operator, if other than the owner

Place of Performance
 (Street, Address, City,
 County, State, Zip Code)

Name and Address of Owner
 and Operator of the Plant or
 Facility if Other than Offeror

AMS 3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is

making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

AMS 3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APR 2006)

In accordance with AMS Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____
 Title: _____
 Phone Number: _____

AMS 3.6.2-3 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION (JAN 1998)

The offeror represents as a part of this offer that the offeror:

is [] or is not [] a regular dealer in, or is [] or is not [] a manufacturer of, the supplies offered.

AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1996)

The offeror represents that—

(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal

Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AMS 3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

___(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

AMS 3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JUL 1996)

- (a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product

[list as necessary]

Country of Origin

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-2		INDEPENDENT PRICE DETERMINATION	October 1996
3.6.2-5		CERTIFICATION OF NONSEGREGATED FACILITIES	February 2009

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This is a competitive acquisition soliciting sources for the furnishing of prototype seats, and seat frames for the FAA Be-300 aircraft. Business that meet the NAICS 336513 "Other aircraft parts and auxiliary equipment manufacturing" are encouraged to review and submit a response. Each Vendor must provide with their proposals, the SIR Business Declaration including their DUNS. Sources must be CCR registered identifying the ORCA Business size for the offeror submitting the proposal (prime contractor). Offerors who fail to respond with the requested information may be considered nonresponsive offerors and will not be considered for the technical evaluation or award.

(b) The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(c) Registration in CCR is required to be eligible for award, and complete written proposal submissions are required. Additional instructions are provided in Sections L and M. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals.

(d) The process will involve the evaluation of the proposal submittal to meet the delivery schedule, the individual volumes representing the technically proposals, and costs/price to perform the PWS requirements. The source selection will be determined based upon the proposed delivery, technically acceptable proposal, and

low price. The low price technically acceptable offeror meeting the delivery schedule will be determined to be the awardee. Past Performance and Contractor responsibility will be considered prior to award.

(e) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications may be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(f) Award may be made from the formal Screening Information Request (SIR) without further discussions/negotiations.

L.2 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS WRITTEN DOCUMENTATION

(a) The titles and contents of the volumes should be as defined in Table 1 of this document along with the required number of copies. Each volume should be submitted in an individual binder/folder.

(b) Common items for each volume are:

Margins. No smaller than one (1) inch around the perimeter of each sheet of paper.

Page Printing. Printing may be on one side only. If printing is on both sides of the paper it will be counted as two (2) pages. Double spacing, Font: no smaller than 12 point

Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page. All volumes should be marked "Procurement Sensitive." (Exception: SIR). All volumes should be separately bound in three-ring, loose-leaf binders.

(c) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR and are required to be submitted in the format outlined below. Proposals that are received that do not follow the format stated below may be determined to be unacceptable and shall be removed from further consideration for award.

<u>Volume</u>	<u>Title</u>	<u>Copies</u>	<u>Page Limit</u>
I	CONTRACT/SIR DOCUMENTATION	1	36
		(The SIR Form and attached pages)	

(The SIR form to be returned is a completed copy of all pages of the solicitation document, (without attachments) from page 1 through solicitation Section M. Make sure all clauses that require contractor fill-in are completed.

II	TECHNICAL PROPOSAL	5	10
	This volume will provide plans, descriptive literature and all documentation		
III	COST/PRICE PROPOSAL EXCEL FORMAT	1 plus 1 CD	10

L.3 CONTRACT/SIR DOCUMENTATION – Volume I.

This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors' must complete and sign and date Section A, Solicitation, Offer and Award (SF33); Section B, Supplies or Services and Prices/Costs; all required clause fill-in, Section K - Representations and Certifications, the business declaration (ref. SECTION J Attachments). with all required information and signatures. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in RFO Sections A through M and the attachments. The FAA may consider offerors who take exception to the terms and conditions of RFO Sections A through M to be unacceptable and therefore ineligible for award, and such offerors may not be given the opportunity to revise their offers. The CO will review the proposal for responsiveness, and responsibility.

L.4 TECHNICAL PROPOSAL - Volume II

This volume will address the following technical factors (1, and 2). Both factors 1 and 2 must be rated acceptable to be considered for award. The factors will be evaluated and rated by the Technical Evaluation Team IAW the Rating Scale and criteria in Section M.

Technical Factor 1

Offerors must submit an example of three (3) prior contract/requirements in the past 3 years of similar complexity of work designing and certifying Be-300 aircraft seats to include design, build, modify and installation that required certification, or built to a TSO or supplemental Type Certificate (STC).

- Contract Number and Customer Name
- Aircraft type and work accomplished
- Service Rendered and Dollar Value
- Contract Specialist or Program Manager Name and Title

Technical Factor 2

Offerors must demonstrate a plan to incorporate the design as specified in the Performance Work Statement

1. Technical proposal clearly demonstrates that the proposed seats will be Certified to TSO-C39b.
2. Technical proposal clearly demonstrates how the proposed seats will be designed to FAR Part 23 and FAR Part 135 requirements for installation in the Hawker Beechcraft 300 Super King Air aircraft.
3. Technical proposal clearly demonstrates that the proposed seats will be manufactured only with materials demonstrated to meet requirements of FAR 23.853 and 25.853.
4. Technical proposal clearly demonstrates that the proposed seats shall fit the existing 300 Super King Air seat track spacing of 13.625" without modifications or adapters.
5. Technical proposal clearly demonstrates that the proposed seats will have a maximum total seat width (including armrest(s), etc.) not exceed 20" wide in the takeoff and landing position. Wider widths will be analyzed for adequate aisle width.
6. Technical proposal clearly demonstrates that the seats will be capable of translating laterally a minimum of 4.75" to the right from its stowed take-off and landing position and lock in any position. In addition, seat shall be capable of being adjusted a minimum of 7.75" travel forward and aft.
7. Technical proposal clearly demonstrates that the Proposed seats will be Seat shall be capable of being rotated a minimum of 90° (left and right from forward facing) to include rotation at any translated position, and shall be capable of being locked at any of these positions.
8. Technical proposal clearly demonstrates that the proposed seats will be Inboard arm rest should be retractable to facilitate ingress and egress from the seat. Retraction shall be sufficient to meet the aisle width requirements of 23.815b.

9. Technical proposal clearly demonstrates that the proposed seats headrest should be stowable, so that an observer will have an unobstructed view from behind the seat.
10. Technical proposal clearly demonstrates that the proposed seat's left side should be designed to efficiently fit within the 300 Super King Air Interior Side Panel contour when fully stowed to the left most position.
11. Technical proposal clearly demonstrates that the proposed seats has a five (5) point restraint system shall be provided for the Mission Specialist and Observer Seat meeting all FAR requirements including but not limited to FAR 23.562, 23.785 and Part 135 Operational requirements. The restraint system should be capable of remaining latched without adjustment when the seat is translated inboard or outboard.
12. Technical proposal clearly demonstrates that the proposed seats will recline.
13. Technical proposal clearly demonstrates that the proposed seats width shall be a minimum of 17.5". Design should be as wide as possible to better accommodate a ninety-fifth (95th) percentile male on long flights while meeting FAR 23.815b aisle width requirements. The inboard arm rest should retract flush with seat level to better accommodate wider persons and allow easy rotation of the feet into the aisle when necessary.

L.5 COST/PRICE PROPOSAL – Volume III

Each offeror shall provide cost/price information to include sufficient details related to the costs/price for the designated pricing arrangement per CLIN, Annual Total, and contract total value. Each offeror shall, as a minimum, break out cost associated with each CLIN in Section B.

Include a cost breakdown showing build-up to for each CLIN. The cost proposal shall include the basis for how costs/price were developed (specifically Direct cost, direct labor, labor overhead, general and administrative expense, and profit for each contract year, and for each of the CLINs identified in Section B of the SIR/RFO).

In addition to the number of copies set forth in Table 1 above, the offeror shall submit, on CD, a copy of the spreadsheet(s) used to produce the written cost/price information, and the basis of the overhead rates and profit rates proposed. The CO will rank the price proposals based upon total price proposed. When competition does not exist, the CO may require the offeror to support cost/price information to support the proposed prices.

L.6 PAST PERFORMANCE

The offeror shall identify past and present contracts that represent the offerors' experience in the performance of the proposed effort. The CO will coordinate a past performance survey with the offerors' references requested in Technical Factor 1 entitled "Experience" and the results of the survey will be reviewed to assess risk.

- A. Contract Number and Contract Type
- B. Contracting Agency or Business (CUSTOMER) with identification of the Project Manager And Contracting Officer (CO) for the services, and phone number
(Name, email address, telephone and FAX numbers)
- C. Original contract dollar value and final contract dollar value (including option periods if any)
- D. Period of performance and completion date
- E. A brief description of the contract effort

L.7 FAA AVIATION SYSTEM STANDARDS ON-SITE QUALITY SURVEY

- (a) If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your compliance with FAA AVN-300 CONTINUING ANALYSIS AND SURVEILLANCE PROGRAM CONTRACTOR/VENDOR CHECKLIST (reference the SIR Section J attachments)
- (b) Offerors are advised that accomplishment of this survey is at the discretion of AJW-342 and is not to be construed as an indication that an offeror will receive or is in the best position to receive the resultant award.
- (c) FAA AVN-300/AMEG will conduct a site audit IAW AVN Quality Surveillance Plan. The highest ranked best value offeror will be subject to a site audit conducted at the option of the FAA by AVN-300/AMEG prior to award. The site audit will be conducted IAW AVN-300 CONTINUING ANALYSIS AND SURVEILLANCE CONTRACTOR/VENDOR CHECKLIST.

L.8 PROPOSAL ACCEPTANCE

- (a) Only one proposal from each offeror shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.9 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offers will not be returned to the Offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

L.10 PRICE PROPOSAL REQUIREMENTS (SEP 2007)**CLA. 0110**

(a) Unless an exemption as described in AMS 3.2.2.3-39, Requirements for Cost or Pricing Data or Other Information—Modifications, is claimed and supported, the offeror is requested to provide cost and pricing data for each contract line item number (CLIN) summarized by contract period and also summarized at the total contract level. Cost and pricing data must be provided in sufficient detail for analysis and possible audit by the Defense Contract Audit Agency (DCAA). For purposes of this solicitation, cost and pricing data is defined in the Federal Aviation Administration (FAA) Acquisition Management System (AMS) Procurement Guidance at T3.2.3, Appendix D. The data submitted shall include, as a minimum, in spreadsheet format with the costs properly totaled and extended, the following:

- (i) Direct Labor Rates and Hours by Labor Category
- (ii) Labor Burden and Overhead Rates/Costs
- (iii) Direct Materials-Costs-Kinds, Quantities
- (iv) Material Overhead/Handling Charges
- (v) Other Direct Costs by Kinds and Quantities
- (vi) Corporate Overhead (General and Administrative Costs)
- (vii) Facilities Capital Cost of Money (If applicable)
- (viii) Profit/Fee

(b) For each of the above cost elements, the offeror shall provide the basis of the estimate, the estimating rationale, and methodology of the estimate to include projections from known factors to the estimates. The FAA is not governed by the Federal Acquisition Regulation (FAR); however the FAR may be used for guidance. Further details on submission of a cost proposal are contained in the FAR 15.408, Table 15-2.

(c) The contracting officer may require the offeror to submit subcontractor's cost or pricing data if it is considered necessary for adequately pricing the prime contract. If the subcontract effort is significant, (e.g., in excess of \$500,000 for each subcontractor and more than 10% of the prime contractor's proposed price) the

offeror's cost submission must include the results of the offeror's review and evaluation of all subcontract proposals. This review and evaluation must address how the subcontractor's cost/prices were determined fair and reasonable by the offeror.

L.11 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997) CLA.4533

Offerors are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to its proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

AMS 3.2.2.3-5 DESCRIPTIVE LITERATURE (JUL 2004)

(a) "Descriptive literature" means information (for example catalogs, Certificates, illustrations, drawings, and brochures) submitted as part of an offer. The FAA (we) may need descriptive literature to evaluate details of the proposed supplies/services. These details may be about:

- (1) Design;
- (2) Materials;
- (3) Components;
- (4) Performance characteristics; or
- (5) Methods of manufacture, assembly, construction, or operation.

(b) Descriptive literature includes only information the FAA needs to determine that the offeror will provide technically-acceptable products.

(c) The offeror must mark or highlight the items you are submitting as descriptive literature so we can readily find them in your offer.

(d) The Contracting Officer (CO) may reject offers that fail to submit descriptive literature on time (see the "Late Submissions, Modifications, and Withdrawals of Offers" provision of this SIR) or in which the descriptive literature does not show that the product offered conforms to the SIR requirements.

(e) The CO may waive the SIR requirement for descriptive literature if you indicate in subparagraph (e)(1) below that you supplied a comparable product under an earlier FAA contract and the CO determines that the product meets this SIR's requirements.

(1) You represent that you [] have, [] have not [check applicable box] supplied a product to us FAA under an earlier FAA contract that is the same as the product offered under this SIR.

(2) If you checked 'have' in paragraph (e)(1), and seek a waiver of the requirement for descriptive literature, submit the following information as part of your offer:

Earlier contract number _____

Date of earlier contract _____

Contract line item number of product supplied _____

Name and address of government activity to which you delivered the product

Date of final delivery of product _____

(f) You must submit offers on the basis of required descriptive literature or on the basis of a product you supplied previously under paragraph (e). Once you submit an offer on one of these two bases and the deadline for us to receive offers has passed, you may not elect to have your offer considered on the alternative basis. The Government will disregard your request for a waiver under paragraph (e) above if you have submitted the descriptive literature this SIR requires.

3.2.2.3-38 Requirements for Cost or Pricing Data or Other Information (July 2004)

Offerors (you) may submit certificates of current cost or pricing data (CCCPD) or you may request an exception to this requirement. Depending on the option you use, you must submit either the CCCPD shown in paragraph (e) of clause 3.2.2.3-39, "Requirements for Cost or Pricing Data or Information - Modifications" (the clause) or request an exception consistent with the information in the clause. Any information in the clause regarding the CCCPD or the exception that is relevant to an offer is incorporated into this provision.

AMS 3.2.2.3-38/ALT II Requirements for Cost or Pricing Data or Other Information (JUL 2004)

- (a) The FAA does not require cost or pricing data.
- (b) The offeror must provide the following information (if requested later by FAA):
 - 1. Price List
 - 2. Catalogs/Contracts validating substantial Descriptive Literature

AMS 3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award from the SIR which is defined as an Requirements contract.

AMS 3.9.1-3 PROTEST (NOV 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-4	ORGANIZATIONAL CONFLICT OF INTEREST	February 2009
3.2.2.3-1	FALSE STATEMENTS IN OFFERS	July 2004
3.2.2.3-3	AFFILIATED OFFERORS	July 2004
3.2.2.3-6	SUBMITTALS IN THE ENGLISH LANGUAGE	July 2004
3.2.2.3-7	SUBMITTALS IN U.S. CURRENCY	July 2004
3.2.2.3-11	UNNECESSARILY ELABORATE SUBMITTALS	July 2004
3.2.2.3-12	AMENDMENTS TO SCREENING INFORMATION REQUESTS	July 2004
3.2.2.3-13	SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS	July 2004
3.2.2.3-14	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS	July 2004
3.2.2.3-16	RESTRICTION ON DISCLOSING AND USING DATA	July 2004
3.2.2.3-17	PREPARING OFFERS	July 2004
3.2.2.3-18	PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS	July 2004
3.2.2.3-19	CONTRACT AWARD	July 2004
3.2.2.3-20	ELECTRONIC OFFERS	July 2004

PART IV - SECTION M EVALUATION FACTORS FOR AWARD

M.1 GENERAL

(a) The SIR will be reviewed for completion and delivery schedule. The technical proposal will be evaluated to rate each offerors' response IAW the technical criteria. The Cost proposal will be evaluated for realism and reasonableness. The Past Performance Survey will be coordinated to assess a confidence rating.

(b) The Offeror shall provide cost/price information to include sufficient details related to the Offeror's Total Price. Each Offeror shall, as a minimum, break out cost associated with each Contract Line Item (CLIN), total proposed price, and provide information on basis or development of the unit price. Cost/price information shall provide visibility of rates/costs applicable to each CLIN. In addition to the number of copies

set forth in Table 1 above, include supporting documentation (market info, material quotes, price list etc) used to develop the written cost/price information. NOTE--Specific rates will be considered proprietary to the vendor and shall not be released under Freedom of Information if marked proprietary.

(c) The proposed total price will be considered. Proposals that are unbalanced as to price may be rejected. An unbalanced proposal is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work of a similar nature. Prices that are unrealistically low or unreasonably high may be indicative of the Offeror's lack of understanding of the work effort or the ability to perform the contract, and may be cause for rejection of the proposal.

(d) The FAA reserves the right to conduct negotiations.

M.2 TECHNICAL FACTOR RATING SCALE

As stated in AMS 3.2.2.7 the FAA will evaluate the responses to technical factors in accordance with rating scale below. All factors must be determined acceptable to be considered for award:

- ACCEPTABLE
- NOT ACCEPTABLE

Technical Ratings: The vendors must submit a technical response that responds to the technical factors demonstrating capability, technical planning, organization, Descriptive Literature, and understanding of the requirement.

M.3 TECHNICAL CRITERIA AND EVALUATION

The submittals will be reviewed by the technical team to individually assess ratings of technical proposals. The result of the factor ratings will be a technical proposal that is pass or fail. A technical proposal that does not receive acceptable for all factors will not "Pass" the technical evaluation.

Factor 1: Vendor experience

To receive a rating of "ACCEPTABLE" the proposal must describe experience within the last three (3) years for seat manufacturing and installation that required certification. The experience must include information that can be validated from the summary below:

- Contract Identifier Agency/Company name
- Period of Performance/ Term of the Contract/Dollar Value
- Point of Contact for Program Manager or Contracting Officer/Official that executed the contract
- Type Aircraft/Number of Aircraft
- Total dollar amount of the work accomplished and type of aircraft.
- Copy of Approved Data Package for like modification and/or top page of STC or STC, two copies of FAA Form 337 under prior contracts, or agreements with commercial or other Government agencies.

Factor 2.0: Design Compliance

To receive a rating of "ACCEPTABLE" the proposal response must demonstrate that:

- The proposed seat shall fit the existing 300 Super King Air seat track spacing of 13.625" without modifications or adapters.
- The total seat width (including armrest(s), etc.) should not exceed 20" wide in the takeoff and landing position. Wider widths will be analyzed for adequate aisle width.

- Seat shall be capable of translating laterally a minimum of 4.75" to the right from its stowed take-off and landing position and lock in any position. In addition, seat shall be capable of being adjusted a minimum of 7.75" travel forward and aft.
- The proposed seat shall be capable of being rotated a minimum of 90° (left and right from forward facing) to include rotation at any translated position, and shall be capable of being locked at any of these positions.
- The proposed seats shall be Inboard arm rest should be retractable to facilitate ingress and egress from the seat. Retraction shall be sufficient to meet the aisle width requirements of 23.815b.
- The proposed seat headrest should be stowable, so that an observer will have an unobstructed view from behind the seat.
- The proposed Seat's left side should be designed to efficiently fit within the 300 Super King Air Interior Side Panel contour when fully stowed to the left most position.
- The proposed Left armrest will preferably be fixed. If not fixed, the left armrest, whether deployed or stowed, must remain within the 300 Super King Air Interior Side Panel contour when the seat is fully stowed to the left most position.
- The proposed five (5) point restraint system shall be provided for the Mission Specialist and Observer Seat meeting all FAR requirements including but not limited to FAR 23.562, 23.785 and Part 135 Operational requirements. The restraint system should be capable of remaining latched without adjustment when the seat is translated inboard or outboard.
- The proposed Seat should recline for comfort on long flights.
- The proposed Seat width shall be a minimum of 17.5". Design should be as wide as possible to better accommodate a ninety-fifth (95th) percentile male on long flights while meeting FAR 23.815b aisle width requirements. The inboard arm rest should retract flush with seat level to better accommodate wider persons and allow easy rotation of the feet into the aisle when necessary.
- The proposed seat shall be upholstered using high-grade foam (Skandia DAX Firehard Foam, or equivalent) potentially using a multiple density design as proposed by the Vendor to improve seating quality and ensure longevity. Seat contact surfaces shall be covered with "New Zealand Sheepskin" from Douglas Interior Products (www.DIPI.com) or sheepskin of equal or better grade as determined by AVN. Seat non-contact surfaces shall be covered with "Muirhead Fine Scottish Leather™" from Douglas Interior Products (www.DIPI.com) or material of equal or better grade.

M.4 PRICE ANALYSIS

(a) Cost/price proposals from the Offerors and all associated subcontracts over \$50,000 will be reviewed, for the base period and all option periods. **NOTE:** For overall evaluation of the proposals, price evaluation will be conducted on all CLINs. The price/cost proposals in support of all items identified in Section B will be reviewed for realism of cost, reasonableness of allocation, completeness, and total cost. Specifically, the FAA will assess each cost/price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the RFO. If reasonableness of price is not determined through adequate price competition, then the FAA will may require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.

(1) Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information as requested in Section L, Provision L.2.

(2) Reasonableness - Review of rationale and data supporting elements of cost included in the proposal.

(3) Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

(b) An Offeror's proposal price will be determined by multiplying the actual/estimated quantity times the unit price for each Contract line item and subcontract line item and totaling the product of the calculation for all priced CLINs and all option periods to arrive at a total estimated contract value.

M.5 PAST PERFORMANCE RISK ASSESSMENT

The FAA CO will issue a past performance survey to each of the offertory references represented in the Technical Proposal (3 each). Responses to each question of the Past Performance Survey will be rated as follows:

Highly Acceptable – Offeror's performance exceeded the requirements of the contract significantly.

Acceptable – Offeror's performance met and/or surpassed the minimum requirements.

Marginally Acceptable – Offeror's performance met some but not all of the minimum requirements.

Unacceptable – Offeror's performance failed to meet a majority of the minimum requirements.

Upon completion of the past performance surveys and the rating of each Offeror's Past Performance each the offer or will be assigned a final overall confidence rating based on the ratings listed below.

High Confidence
Confidence
Little Confidence
No Confidence

Offeror's are cautioned that the FAA may use the data provided by other sources in evaluating past Performance. Offeror's may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

M.6 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)

CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.